REMARKS

Claims 1-9, 19-27, and 37-45 are pending. Claims 1-9, 19-27, and 37-45 stand rejected by this Office Action. Applicant notes that claims 10-18, 28-36, and 46-54 were cancelled in the paper filed on March 13, 2006. Applicant is amending independent claims 1, 19, and 37.

Applicant notes that the finality of the office action dated 06/06/2006 was withdrawn. Applicant also notes that the arguments provided in pages 2-31 of the present Office Action reiterate the arguments in the office action dated 06/06/2006; however, the further arguments (Arguments # 1-9) provided in pages 31-39 reflect the amendments introduced in the Applicant's paper filed 09/06/2006.

Substance of Interview on February 21, 2007

Applicant and Examiner discussed a proposed amendment to claim 1 to overcome the 101 rejections. Examiner suggested including additional features directed to feedback and to specifying the goal.

Other Amendments

Regarding claim 19, applicant is amending the claim to replace "The computer-implemented method" with "A computer-implemented method" to correct a typographical error. Also, applicant is amending claim 37 to replace "The computer-implemented method" with "A computer-implemented method" to correct a typographical error.

Claim Rejections - 35 U.S.C. § 101

Claims 1-9, 19-27, and 37-45 are allegedly directed to **non-statutory subject matter.**

Applicant is amending claim 1 to include the features of "receiving a goal, the goal in a

specific task being within a context of a training objective of a student in a business simulation

application, the goal being specified by a business **deliverable and selected from the group**

consisting of journalizing invoice transactions, structuring of a financial loan, and

underwriting an insurance policy," "evaluating the progress toward the goal and providing

feedback that further guides the student to accomplish the goal for use in the presentation,

comprising: (c)(i) obtaining student responses as the student completes the business deliverable;

and (c)(ii) comparing the student responses with desired responses," and "adjusting the feedback

based on progress of the student toward the goal to help the student complete the business

deliverable, comprising: (d)(i) activating at least one rule from a plurality of rules based on a

difference between the student responses and the desired responses; (d)(ii) obtaining at least one

piece of feedback responsive to (d)(i); (d)(iii) composing the at least one piece of feedback into a

coherent paragraph for display to the student; and (d)(iv) replacing at least one variable in the

feedback with specifics from the student responses." (Emphasis added.) The amendment is

supported by the specification as originally filed (e.g., page 19, line 24 - page 20, line 3, page 5,

lines 3-7, page 9, lines 6-33, and page 10, line 12 - page 11, line 10. For example, the

specification discloses (Page 19, line 33 – page 20, line 3.):

> Figure 19 illustrates the remediation process in accordance with a preferred
> embodiment. Remediation starts as students interact with the application's
> interface (process #1). As the student tries to complete the business deliverable,
> the application sends messages to the ICAT about each action taken (process #2).
> When the student is done and submits work for review, the ICAT compares how
> the student completed the activity and how the designer stated the activity should
> be completed (this is called domain knowledge). From this comparison, the ICAT
> gets a count of how many items are right, wrong or irrelevant (process #3). With
> the count complete, the ICAT tries to fire all rules (process #4). Any rules which
> fire activate a coach topic (process #5). The feedback algorithm selects pieces of
> feedback to show and composes them into coherent paragraphs of text (process
> #6). Finally, as part of creating feedback text paragraphs, the ICAT replaces all

variables in the feedback with specifics from the student's work. This gives the feedback even more specificity, so that it is truly customized to each student's actions.

Regarding Argument #1 and in reference to claim 1, the Office Action alleges (Page 31. Emphasis added.):

> Applicant still has not specified a "goal." Applicant says the goal is specified by a "business deliverable." The term "business deliverable" is not sufficiently limiting. **Is a "business deliverable" a report? A number? An action? A product? A method? A chemical? A cartoon? A fictional story deliverable to a publisher?**
>
> The term "business deliverable" is not itself limited and does not provide limitations to the word "goal." Accordingly, the rejections STAND.

However, as amended, claim 1 includes the feature of "the goal being specified by a business deliverable and selected from the group consisting of journalizing invoice transactions, structuring of a financial loan, and underwriting an insurance policy" and thus addresses the above argument.

> Regarding Argument #2, the Office Action alleges that (Pages 32 -33.):
>
> Applicant's argument that his claims can be applied to "journalization" is sufficient to actually limit his claims to such applications. Those supposed "limitations" are only subsets to the actual matter limited by the claims. An argument erroneously limiting subsets of the actual metes and bounds of the claims of the claims is not sufficient to limit the claims to statutory matter because the "claims must be given their broadest reasonable interpretation." See, MPEP 2111 (emphasis added.)

Applicant notes that the above argument regarding journalization is in reference to Applicant's verbatim recitation of the specification as originally filed (page 12, line 27 – page 13, lines 12). As noted by the Applicant in the paper filed September 6, 2006, the recitation provides some of the disclosed teachings that support the amendment that was introduced in that paper. The above discussion is also applicable to Argument #3 (page 33).

> Regarding Argument #4, the Office Action alleges (Page 35):

The word "associated" may have been removed, but its replacement (i.e., "receiving a goal, the goal in a specific task being within a context of a training objective of a student in a business simulation application, the goal being specified by a business deliverable") is not much more limiting on the scopes of the claims. Applicant has failed to carry his burden of showing how the claims are in any way statutory. On this basis, Examiner finds Applicant's argument to be unpersuasive and the rejections STAND.

As discussed above regarding Argument #1, claim 1 includes the feature of "receiving a goal, the goal in a specific task being within a context of a training objective of a student in a business simulation application, the goal being specified by a business deliverable and selected from the group consisting of journalizing invoice transactions, structuring of a financial loan, and underwriting an insurance policy."

Regarding Argument #5, the Office Action alleges (Page 37.):

The specification is not further limiting on the claim scope. Further, the claims are not written in means-plus-function format, so it would be improper to reading any limitations in the Specification into the claims under § 112, sixth paragraph, as Applicant suggests. The scopes of the claim limitations are clear on their own merits and not further limited by the Specification. On this basis, Examiner finds Applicant's argument to be unpersuasive and the rejections STAND.

Applicant notes that Argument #5 of the Office Action appears to be responsive to Applicant's discussion in the Applicant's paper filed September 6, 2006. In that paper, Applicant noted (Page 9-10.):

Applicant respectfully notes that almost any claimed invention can be used for ill-purposes, or be at some point employed in ways against public policy. Chemicals can be poisons used in murders; a spreadsheet program can be used to perpetrate accounting fraud. However, Applicant believes that the claimed invention is not against public policy. It is not required that applicants for such inventions specifically disclaim any ill-use, or specifically add limitations only to "positive" uses, if that were even possible in closed-form. MPEP §2111 provides the following guidance (Emphasis added.):

During patent examination, the pending claims must be given the broadest reasonable interpretation **consistent with the specification**.

As discussed above, Applicant discloses an application with at least one exemplary embodiment in financial accounting. Applicant has not disclosed or even suggested, let alone claimed an invention that is against public policy. Consequently, Applicant believes that the Office Action has not reasonably interpreted the claims, which for the reasons given above claim statutory subject matter.

As discussed above, and in concert with the disclosed applications as discussed in the specification, Applicant is not claiming an invention that is against public policy.

Regarding Argument #6, the Office Action alleges (Page 37.):

"Motivation" may have been amended out of the claims, but this amendment does not add statutory material to the claims. Applicant has failed to carry his burden of showing how the claims are in any way statutory. On this basis, Examiner finds Applicant's argument to be unpersuasive and the rejections STAND.

Regarding claim 1, Applicant previously amended claim 1 to delete "motivates accomplishment" and to include the features of "integrating information that guides the student through the business simulation application to accomplish the goal by the student" and "evaluating the progress toward the goal and providing feedback that further guides the student to accomplish the goal for use in the presentation." These features provide results that are useful, concrete, and tangible.

Regarding Argument #7, the Office Action alleges (Page 38.):

Applicant still has not specified the "goal." Applicant says the goal is specified by a "business deliverable." The term "business deliverable" is not sufficiently limiting. Is a "business deliverable" report? A number? An action? A product? A method? A chemical? A cartoon? A fictional story deliverable to a publisher?

The term "business deliverable" is not itself limited and does not provide limitations to the word "goal." Accordingly, the rejections STAND.

As discussed above (Argument #1), claim 1 includes the feature of "the goal being specified by a business deliverable and selected from the group consisting of journalizing invoice transactions,

structuring of a financial loan, and underwriting an insurance policy" and thus addresses the above argument.

Regarding Arguments #8 and #9, the Office Action alleges (Page 38):

Applicant has not overcome the § 101 rejections and therefore, has not overcome the § 112 rejection. Applicant still has not told how to practice his limitations to a practical application. Accordingly, the rejections STAND.

Regarding claim 1, the claim is directed to a computer-implemented method in which the goal is specified by a business deliverable and is selected from the group consisting of journalizing invoice transactions, structuring of a financial loan, and underwriting an insurance policy." For example, the method helps the student complete the business deliverable that specifies a goal that includes "either journalizing invoice transactions, or structuring of a financial loan, or underwriting an insurance policy" thus providing a specific result that is useful, concrete, and tangible and thus that is practical.

Similarly, Applicant is amending independent claim 19 to include features of "presenting information indicative of a goal, the goal in a specific task being within a context of a training objective of a student in a business simulation application, the goal being specified by a business deliverable and selected from the group consisting of journalizing invoice transactions, structuring of a financial loan, and underwriting an insurance policy" and "monitoring progress toward the goal and providing feedback that further guides the student to accomplish of the goal in the simulated environment to help the student complete the business deliverable, comprising: (c)(i) obtaining student responses as the student completes the business deliverable; (c)(ii) comparing the student responses with desired responses; (c)(iii) activating at least one rule from a plurality of rules based on a difference between the student responses and the desired

responses; (c)(iv) obtaining at least one piece of feedback responsive to (c)(iii); and (c)(v) composing the at least one piece of feedback into a coherent paragraph for display to the student." Also, Applicant is amending claim 37 to include similar features of "receiving indicia representative of a goal into a model, the goal in a specific task being within a context of a training objective of a plurality of students in a business simulation application, the goal being specified by a business deliverable and selected from the group consisting of journalizing invoice transactions, structuring of a financial loan, and underwriting an insurance policy," " monitoring progress of the plurality of students toward the goal, comprising: (c)(i) obtaining student responses as the plurality of students complete the business deliverable; and (c)(ii) comparing the student responses with desired responses," and "providing feedback that further assists the plurality of students in accomplishing the goal to help the plurality of students complete the business deliverable, comprising: (d)(i) activating at least one rule from a plurality of rules based on a difference between the student responses and the desired responses; (d)(ii) obtaining at least one piece of feedback responsive to (d)(i); and (d)(iii) composing the at least one piece of feedback into a coherent paragraph for display to the student." The above discussion applies to independent claims 19 and 37. Moreover, claims 2-9, 20-27, and 38-45 ultimately depend from claims 1, 19, and 37. For at least the above reasons, Applicant requests reconsideration of claims 1-9, 19-27, and 37-45.

Claim Rejections - 35 U.S.C. § 112

Claims 1-17 and 19-54 are rejected by the Office Action under 35 U.S.C. 112. The Office Action alleges that claims 1-54 are rejected under 35 U.S.C. 112, first paragraph "because current case law (and accordingly, the MPEP) require such a rejection if a 101 rejection is given".

The Office Action alleges that (Page 8, section 18.):

Claims 1-17 and 19-54 are rejected under 35 U.S.C. §112, first paragraph because current case law (and accordingly, the MPEP) require such a rejection if §101 rejection is given because when Applicant has not in fact disclosed the practical application for the invention, as a matter of law there is no way Applicant could have disclosed how to practice the undisclosed practical application.

As discussed above, the specification, as originally filed, discloses a practical application.

Moreover, as discussed above, Applicant requests withdrawal of the rejections under §101.

Consequently, Applicant requests that the rejections of claims 1-9, 19-27, and 37-45 under §112, first paragraph be withdrawn.

Claims 1-9, 19-27, and 37-45 are rejected by the Office Action under 35 U.S.C. 112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter with applicant regards as the invention.
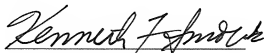
The Office Action alleges that (Page 9, section 21.):

Specifically, Applicant has amended the language to recite: "...the goal being associated with a training objective of a student." The word "associated" is undefined and it is unclear whether this word limits the claims to statutory subject matter.

As discussed above, Applicant previous amending independent claims 1, 19, and 37 in the paper filed September 6, 2006, so that the above argument is moot. Applicant requests reconsideration of claims 1-9, 19-27, and 37-45.

All objections and rejections have been addressed. Hence, it is respectfully submitted that the present application is in condition for allowance, and a notice to that effect is earnestly solicited.

Respectfully submitted,

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